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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 Leslie E Orman,

10 Petitioner,

11 v.

12 Central Loan Administration & Reporting,
13 et al.,

14 Respondents.

No. CV-19-04756-PHX-DWL

ORDER

15 On December 16, 2019, the Court entered an order vacating Petitioner Leslie
16 Orman’s \$10.3 million arbitration award and awarding sanctions against Orman and her
17 former counsel, Jeremy Claridge, to Respondents Central Loan Administration and
18 Reporting (“Cenlar”) and CitiMortgage Inc. (“Citi”) (collectively, “Respondents”). (Doc.
19 39.) In that order, the Court directed Respondents to submit an itemized listing of the legal
20 fees they incurred in this matter and further directed Orman and Claridge to submit
21 objections to those fees. (*Id.* at 13.) All parties have now submitted their documentation,
22 and the Court is prepared to determine the appropriate amount of fees to be assessed against
23 Orman and Claridge.

24 **BACKGROUND**

25 The factual and procedural history of this case is set out in the Court’s December
26 16 order. In a nutshell, Orman attempted to use this Court to confirm a sham arbitration
27 award. (*Id.* at 13.) Relying on 9 U.S.C. § 10 and basic tenets of contract law, the Court
28 vacated the award. (*Id.* at 5-9.) The Court also determined that Orman and Claridge had

1 acted with bad faith—Claridge recklessly filed an application to confirm an obviously
2 fraudulent arbitration award, and Orman was trying to use this Court to harass her former
3 mortgage lender. (*Id.* at 8-13.) Recognizing that “bad faith comes in various forms” and
4 that Claridge’s failures were those of “judgment and prudence,” the Court allocated 10%
5 of the award to Claridge and held Orman responsible for the other 90%. (*Id.*)

6 On January 6, 2020, Claridge moved for reconsideration of the fee award, or,
7 alternatively, an extension of time. (Doc. 44.) The Court denied the request for
8 reconsideration but extended the time for Claridge and Orman to object. (Doc. 45.)

9 All parties have now submitted their documentation. Before the Court are
10 Respondents’ itemized fee statements and supporting documentation (Doc. 42), Orman’s
11 objections and supporting documentation (Doc. 46), Claridge’s objections and supporting
12 documentation (Doc. 48), and Respondents’ responses to both objections (Docs. 47, 50).

13 ANALYSIS

14 The Court has already determined that Respondents are entitled to sanctions. (Doc.
15 39.) Thus, the only issue at this stage is the reasonableness of Respondents’ requested fees.

16 The Court sanctioned Orman and Claridge pursuant to its inherent authority “to
17 award sanctions in the form of attorneys’ fees against a party or counsel who acts in ‘bad
18 faith, vexatiously, wantonly, or for oppressive reasons.’” *Leon v. IDX Sys. Corp.*, 464 F.3d
19 951, 961 (9th Cir. 2006) (quoting *Primus Auto. Fin. Servs., Inc. v. Batarse*, 115 F.3d 644,
20 648 (9th Cir. 1997)). Under that power, any fees imposed “must be compensatory rather
21 than punitive in nature” and “go no further than to redress the wronged party for losses
22 sustained; it may not impose an additional amount as punishment for the sanctioned party’s
23 misbehavior.” *Goodyear Tire & Rubber Co. v. Haeger*, 137 S. Ct. 1178, 1186 (2017).
24 Thus, “the court can shift only those attorney’s fees incurred because of the misconduct at
25 issue” and must “establish a causal link—between the litigant’s misbehavior and legal fees
26 paid by the opposing party.” *Id.*

27 Here, the causal link is easy to establish. The bad-faith conduct at issue is the
28 reckless, frivolous filing of the petition to confirm a sham arbitration award. (Doc. 1.) As

1 the Court stated in its previous order, “Orman concocted a rambling document that she then
2 had rubber-stamped by an arbitrator who merely restated the near-gibberish contained in
3 Orman’s ‘counter offer,’” and Claridge saw fit to file this legal nullity.¹ (Doc. 39 at 10-
4 11.) In other words, this litigation was pursued in bad faith from its inception.
5 Accordingly, the Court concludes that all attorneys’ fees incurred by Respondents in this
6 matter were incurred because of the misconduct. Respondents would not have incurred
7 these fees but for the filing of a completely baseless petition to confirm. *Haeger*, 137 S.
8 Ct. at 1187 (causal connection in attorneys’ fees cases is “appropriately framed as a but-
9 for test”). *See also Chambers v. NASCO, Inc.*, 501 U.S. 32, 56-57 (1991) (stating that
10 award of entire amount of fees incurred was appropriate when offending party’s actions
11 “were part of a sordid scheme of deliberate misuse of the judicial process”); *Lu v. United*
12 *States*, 921 F.3d 850, 861 (9th Cir. 2019) (“In an exceptional case such as *Chambers*, where
13 fees associated with the entirety of an action . . . would not have been incurred but for the
14 bad faith conduct of a litigant, the district court may shift *all* of a party’s fees . . . in one
15 fell swoop.”) (internal quotations omitted).

16 With that in mind, the Court will consider all fees requested after this action was
17 initiated on July 18, 2019. (Doc. 1.) All told, Cenlar seeks \$17,056.50 and Citi seeks
18 \$20,998.71, for a total of \$38,055.21. (Doc. 42-2 at 4; Doc. 42-2 at 10.) These fees
19 encompass the research and writing of Respondents’ papers.

20 I. Reasonableness Of Fees

21 To determine whether Respondents’ fees are reasonable, the Court looks to whether
22 the hourly rates are reasonable, and then whether the time spent on the matter is reasonable.
23 *Kaufman v. Warner Bros. Entm’t Inc.*, 2019 WL 2084460, *13 (D. Ariz. 2019).
24 Reasonableness is typically determined through the “lodestar method.” The lodestar is
25 calculated by “multiplying the number of hours the prevailing party reasonably expended

26 ¹ As previously noted, other awards issued by the “arbitrator” involved in this case
27 have been vacated by district courts around the country. (Doc. 39 at 12 n.5.) A district
28 judge in the Northern District of Texas recently ordered the arbitrator to appear “to present
evidence demonstrating the validity and legitimacy of the purported arbitration award”
filed in that matter, and invited input from other entities that have been forced to defend
against similar sham arbitration awards. (Doc. 47-1 at 2-5.)

1 on the litigation by a reasonable hourly rate.” *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d
2 973, 978 (9th Cir. 2008).

3 The first step in the process is to determine a reasonable rate. “The prevailing
4 market rate in the community is indicative of a reasonable hourly rate. The fee applicant
5 has the burden of producing satisfactory evidence, in addition to the affidavits of its
6 counsel, that the requested rates are in line with those prevailing in the community for
7 similar services of lawyers of reasonably comparable skill and reputation.” *Jordan v.*
8 *Multnomah County*, 815 F.2d 1258, 1262 (9th Cir. 1987) (citation and footnote omitted).
9 When, as here, a client has actually paid fees, “the best indicator of a reasonable hourly
10 rate . . . is the rate charged by the lawyer to the client.” *Jackson v. Wells Fargo Bank, N.A.*,
11 2015 WL 13567069, *2 (D. Ariz. 2015).

12 Both Respondents in this case are represented by Ballard Spahr LLP, and for this
13 matter, Cenlar was charged \$665 per hour for the work of Andrew Petrie, \$420 per hour
14 for the work of Chase Bales, and \$300 per hour for the work of Jillian Andrews. (Doc. 42-
15 1 ¶¶ 7, 12, 15.) Citi had a pre-existing arrangement with Ballard Spahr and was billed at a
16 lower rate—\$519.75 per hour for Petrie, \$237 for Bales, and \$300 for Andrews. (*Id.*)
17 Petrie is a partner at Ballard Spahr and has been in practice since 1981. (*Id.* ¶ 6.) Bales,
18 an associate, has been practicing since 2013. (*Id.* ¶ 10.) Andrews has been practicing since
19 2019 and completed two judicial clerkships before joining the firm. (*Id.* ¶ 13.)

20 Whether these rates are reasonable is determined by reference to the forum in which
21 the district court sits. *Camacho*, 523 F.3d at 978. Other courts within this district have
22 determined that a reasonable rate “for highly skilled, experienced, and regarded lawyers”
23 involved in “complex, high-dollar commercial litigation” can range as high as \$552 per
24 hour. *Kaufman*, 2019 WL 2084460 at *13. *See also Edwards v. Vemma Nutrition*, 2019
25 WL 5684192, *13 (D. Ariz. 2019) (upholding \$350 hourly rate for partners and noting it
26 was a “below market rate[] for Phoenix attorneys of their caliber”); *Excel Fortress Ltd. v.*
27 *Wilhelm*, 2019 WL 5294837, *4 (D. Ariz. 2019) (upholding \$500 hourly rate for partner).
28 Similarly, reasonable associate rates approved in this district have reached \$280 per hour.

1 *Edwards*, 2019 WL 5684192 at *13. In light of those decisions, the Court finds that some
2 of the rates charged in this case exceed the reasonable rate of Phoenix attorneys. The rate
3 Petrie and Bales charged Cenlar exceeds the norm for lawyers in the Phoenix community,
4 so it will be adjusted down. Because the hourly rate charged to Citi for Petrie’s work falls
5 within the reasonable range for the Phoenix area, the Court will adjust the billing rate for
6 Cenlar to the same rate—\$519.75 per hour. Andrews’s rate, though slightly above what
7 other courts have found reasonable, is not so far removed from that range, and thus provides
8 a useful benchmark in adjusting Bales’s rate. Accordingly, Bales’s rate charged to Cenlar
9 will be adjusted to match Andrews’s—\$300 per hour.²

10 Claridge suggests the hourly rate for all work done on this matter should be set at
11 *his* normal billing rate of \$250 per hour. (Doc. 48 at 3.) It is unclear why Claridge thinks
12 his billing rate should control another attorney’s, but it seems based on his argument that
13 Respondents’ counsels’ fees are above the average billing rate for the entire state of
14 Arizona. (*Id.*) This is unpersuasive for two reasons. First, a statewide average does not
15 inform whether the fees billed by a particular lawyer in a particular matter are reasonable.

16 ² The Court notes that Respondents did not submit an affidavit from a third-party
17 attorney attesting to the reasonableness of their attorneys’ rates. Instead, Petrie’s affidavit
18 contains a paragraph averring that “[t]he hourly rates Ballard Spahr charged for myself,
19 Mr. Bales and Ms. Andrews are reasonable. I base that determination and my opinion on
20 my more than 38 years’ experience in the field of commercial litigation, and after
21 consulting with the litigation partners in Ballard Spahr’s Phoenix office about the rates they
22 charge and the rates charged more generally in the Phoenix legal community for lawyers
23 of similar experience.” (Doc. 42-1 ¶ 16.) This sort of certification is of questionable utility.
24 As noted, the rule in the Ninth Circuit is that “[t]he fee applicant has the burden of
25 producing satisfactory evidence, *in addition to the affidavits of its counsel*, that the
26 requested rates are in line with those prevailing in the community for similar services of
27 lawyers of reasonably comparable skill and reputation.” *Jordan*, 815 F.2d at 1263
28 (emphasis added). Thus, the usual practice is to submit an affidavit from an attorney whose
fees are not the subject of the fee request. *See, e.g., Excel Fortress*, 2019 WL 5294837 at
*4 (“[T]he uncontradicted declaration from [a third-party attorney] establishes that the rates
charged by Mr. McHugh and Ms. McHugh are reasonable rates in the Phoenix market for
attorneys of comparable skill and experience”); *Pierce v. County of Orange*, 905 F.
Supp. 2d 1017, 1036 (C.D. Cal. 2012) (“Plaintiffs submit declarations from Peter J.
Eliasberg, the Legal Director at the American Civil Liberties Union Foundation of
Southern California . . . , and Paula D. Pearlman, the Executive Director of the Disability
Rights Legal Center . . . , both of whom corroborated that the hourly rates sought are in
line with the rates charged in Southern California by similar attorneys for similar work.”).
Nevertheless, the recent decisions of courts within this District evaluating the
reasonableness of fees charged by large-firm attorneys provide a sufficient foundation for
assessing the reasonableness of the fees sought in this case.

1 *Kaufman*, 2019 WL 2084460 at *12. In the same vein, when a client has actually paid for
2 legal service, what the client paid is the best measure of a reasonable fee. *Jackson* 2015
3 WL 13567069 at *2. This is particularly true here, where Respondents were being sued for
4 more than \$10 million. It makes sense they would hire highly skilled, if expensive,
5 attorneys in light of the amount in controversy.

6 Second, Claridge has provided no support for the contention that his fee is
7 necessarily what other lawyers in Phoenix should charge. Claridge does not practice in
8 Phoenix, nor has he indicated that he possesses the same level of experience in large
9 corporate cases as Respondents' counsel. Without more, there is no reason to use
10 Claridge's fee as the baseline in this case.

11 Turning to the hours expended, the Court has reviewed the itemized billing entries
12 for both Cenlar and Citi (Doc. 42-2) and finds the activities and the time allotted are
13 reasonable. Although Claridge objects to "duplicitous" entries (which the Court interprets
14 as objecting to duplicative entries) (Doc. 48 at 3), Petrie's sworn affidavit makes clear that,
15 when a service benefitted both Cenlar and Citi, the time spent was allocated 50/50 between
16 the two clients (Doc. 42-1 ¶ 9). Thus, entries such as the September 25, 2019 entry for
17 Petrie, which states "[r]eview Orman's motion to reconsider and affidavit in support" and
18 which appears in both statements (entry 84 in Citi's, entry 23 in Cenlar's), do not represent
19 the same .1 hours spent on the task charged to both clients, but instead represent a total of
20 .2 hours spent on the task, distributed evenly between the two clients benefitting from the
21 work. Such billing is not duplicative. The only subtraction the Court will make, by request
22 of Respondents, is entry 26 on Citi's itemized statement. (Doc. 47 at 7 n.6.) Otherwise,
23 the hours submitted by Respondents are reasonable expenditures of time.

24 Multiplying the hours worked by the reasonable hourly rate, and subtracting the
25 entry discussed above, the reasonable fees sought by Cenlar total \$12,981.03, and those
26 sought by Citi total \$20,983.71, for a total of \$33,964.74. With that baseline in mind, the
27 Court will turn to the remainder of Claridge's and Orman's objections.

28 ...

1 **II Objections**

2 In addition to the objections addressed above, Orman and Claridge raise a variety
3 of objections to specific fee entries, as well as to the entire fee amount. (Docs. 46, 48.)

4 **A. Timeliness**

5 Both Orman and Claridge argue that Respondents' fee requests are untimely. Both
6 rely on the fact that the Court's initial order awarding fees directed Respondents to submit
7 their itemized statements "within 14 days of this Order." (Doc. 39.) The order was signed
8 on December 12, 2019 but was not entered on the docket until December 16, 2019. (*Id.*)
9 Respondents submitted their itemized statements and supporting documentation on
10 December 30, 2019. (Doc. 42.) In Orman's view, this renders the entire fee request
11 untimely, because the order was signed on December 12. (Doc. 46 at 1-3.) She argues the
12 14-day period ran from the date the order was signed, making the due date December 26
13 and rendering Respondents' submission on December 30 untimely. (*Id.* at 2.)

14 Claridge doesn't argue the fee request was submitted four days late, but he does
15 argue it was submitted five hours late. (Doc. 48 at 1.) Claridge stresses that the Court's
16 order required Respondents to submit their request "within 14 days." (*Id.*) The Court's
17 order was docketed at 10:23 am on December 16, and Respondents submitted their request
18 on December 30 at 3:45 pm. (*Id.*) In Claridge's view, Respondents thus did not submit
19 "within" 14 days, so their entire request should be rejected. (*Id.*)

20 Both objections are without merit. A judgment is considered entered when it is
21 added to the civil docket. *See* Fed. R. Civ. P. 58(c). *See also Cannella v. Lentz*, 396 F.
22 Supp. 2d 435, 438 (S.D.N.Y. 2005). Thus, the Court's order became effective on the date
23 it was entered, rather than the date it was signed. The order was entered on December 16,
24 2019. (Doc. 39.) The time for Respondents to submit their fee request started at that point.
25 Fourteen days from December 16 was December 30, not December 26.

26 Claridge's objection fails for similar reasons. When computing times for court-
27 ordered deadlines, periods stated in days "include the last day of the period." *See* Fed. R.
28 Civ. P. 6(a)(1)(C). The "last day" ends "for electronic filing, at midnight in the court's

1 time zone.” *See* Fed. R. Civ. P. 6(a)(4)(A). Claridge does not dispute that December 30
2 was the last day. (Doc. 48 at 1.) Nor does he dispute that Respondents submitted their
3 documentation before midnight on December 30. (*Id.*) By Claridge’s own admission,
4 then, Respondents’ submission was timely.

5 **B. Failure To Conduct Good Faith Settlement Conference**

6 Local Rule 54.2(d)(1) requires that requests for attorneys’ fees be accompanied by
7 “a separate statement of the moving counsel . . . certifying that, after personal consultation
8 and good faith efforts to do so, the parties have been unable to satisfactorily resolve all
9 disputed issues relating to attorneys’ fees.” Respondents provided such a statement (Doc.
10 42 at 2-3), but Orman contends the settlement attempt was conducted in bad faith (Doc. 46
11 at 3-4). Specifically, she claims that Respondents did not attempt to contact her before the
12 deadline to submit their fee request. (*Id.*) This argument, however, is premised on Orman’s
13 erroneous belief that Respondents’ filing deadline was December 26, rather than December
14 30. Orman does not argue the settlement attempt was otherwise invalid.

15 **C. Noncompliance With LRCiv. 54.2(e)**

16 Orman next argues that, by submitting individual fee statements for Cenlar and Citi
17 rather than combining them, Respondents failed to list their services chronologically as
18 required by LRCiv. 54.2(e)(1). (Doc. 46 at 4-5.) Orman further argues that certain entries
19 in the fee statements do not comply with LRCiv. 54.2(e)(1)(B) because those entries list
20 multiple tasks, rather than the individual tasks required by the rule. (*Id.*) Both arguments
21 are unavailing.

22 Orman’s argument that Respondents should have submitted a single, joint fee
23 statement is premised solely on this Court’s December 16 order, which stated
24 “Respondents shall submit an electronic Microsoft Excel spreadsheet” (Doc. 39 at
25 13.) In Orman’s view, this was an “explicit” command that Respondents submit only one
26 fee statement. The Court doubts that submitting individual fee statements for individual
27 clients is erroneous, but even if it were, such a technical error does not warrant denial of
28 attorneys’ fees. *Cf. Wilkin v. Time Warner Cable Co.*, 10 F. Supp. 3d 299, 319 (N.D.N.Y.

1 2014) (holding that a “technical error” does not prejudice an opposing party when seeking
2 attorneys’ fees if the sanctioned party is otherwise provided adequate notice of the fees
3 sought). *See also Matthiesen v. Matthiesen*, 2017 WL 10776715, * 2 (S.D. Fla. 2017)
4 (“The [court] . . . is hesitant to substantively deny an award of attorneys’ fees because of
5 such purely technical errors.”).

6 In addition to her broad objection, Orman objects to some specific fee entries, such
7 as row three of Cenlar’s fee statement. (Doc. 46 at 5.) That entry, dated August 26, 2019,
8 lists multiple activities. (Doc. 42-2 at 2 [second entry from the top].). In Orman’s view,
9 this violates LRCiv. 54.2(e)(1)(B), which requires a different entry for “each individual
10 unrelated task performed on” a day. Review of the challenged entries reveals that, although
11 those entries do contain multiple tasks and the time devoted to those tasks, tasks within an
12 entry are all interrelated. Not only do such entries not run afoul of 54.2(e)(1)(B), they
13 closely align with the examples of permissible entries provided by the local rules. *See*,
14 *e.g.*, LRCiv. 54.2(e)(2)(B) & (C).

15 D. No Fee Agreement For Citi

16 Orman argues that Citi’s fee request should be categorically denied because
17 Respondents failed to attach the fee agreement between Ballard Spahr and Citi. (Doc. 46
18 at 5-6.) Respondents only attached a letter from Citi to Ballard Spahr retaining Ballard
19 Spahr’s services for an action related to Orman’s property in Pennsylvania. (*Id.* *See also*
20 Doc. 42-3 at 6 [engagement letter]; Doc. 39 at 1-2 [detailing the factual history of this case,
21 which deals in part with the Pennsylvania property]; *Orman v. Citimortgage*, 2016 WL
22 1592948 (E.D. Pa. 2016) [detailing the history of Orman’s litigation against Citi].). Orman
23 argues that, because the letter provides no “recitation of fee to be charged for services,” it
24 is inadequate under LRCiv. 54.2(d)(2). (Doc. 46 at 6.)

25 Local Rule 54.2(d)(2) requires a party seeking fees to submit “[a] complete copy of
26 any written agreement, or a full recitation of any oral fee agreement” but further provides
27 that “[i]f no fee agreement exists, then counsel must attach a statement to that effect.” Here,
28 Respondents acknowledged in their memorandum that the engagement letter between

1 Ballard Spahr and Citi didn't specify the hourly rate Citi would be charged (Doc. 42 at 3
2 n.1), and Respondents' counsel then verified in his affidavit the actual rate that Citi was
3 charged (Doc. 42-1 ¶¶ 7, 12, 15). This approach was permissible under Local Rule
4 54.2(d)(2). Moreover, even if Respondents should have provided a different document
5 verifying the fee arrangement between Ballard Spahr and Citi, Orman and Claridge
6 suffered no harm—they had all the information they needed to respond to the fee request
7 on the merits, and the Citi rate was substantially lower than the Cenlar rate. *Gary v. Carbon*
8 *Cycle Ariz. LLC*, 398 F. Supp. 3d 468, 484 (D. Ariz. 2019) (excusing fee-seeking party's
9 failure to attach fee agreement because counsel had otherwise averred to his fee
10 agreement).

11 E. Petrie's Involvement

12 Orman and Claridge object to Petrie's involvement in this case. Orman contends
13 that, before Petrie was admitted *pro hac vice* to practice in the District of Arizona (he is
14 based in Colorado), his involvement in this case constituted unauthorized practice of law.
15 (Doc. 46 at 6-7.) Additionally, Claridge argues that Petrie's involvement in this case was
16 unnecessary. (Doc. 48 at 3-4.) Claridge views Petrie's involvement as "correlation
17 between attorneys that did not need to be engaged." (*Id.*) No specific remedy is offered
18 for this supposed unnecessary correlation, but it constitutes part of Claridge's argument
19 that the fee request should be dismissed outright. (*Id.* at 4.)

20 1. Unauthorized Practice Of Law

21 Any lawyer practicing in Arizona is subject to the Arizona Supreme Court's
22 regulatory authority. Ariz. S. Ct. R. 31(a). Generally, the Arizona Supreme Court prohibits
23 anyone who is not a member of the Arizona bar from practicing within Arizona. Ariz. S.
24 Ct. R. 31(b). An exemption to that prohibition, however, is that lawyers licensed in a
25 jurisdiction other than Arizona are allowed to "engage in conduct that is permitted under
26 ER 5.5 of the rules of professional conduct." Ariz. S. Ct. R. 31(d)(27). E.R. 5.5(c)(1), in
27 turn, provides that an attorney licensed in another jurisdiction "may provide legal services
28 on a temporary basis in Arizona that involve Arizona law" if those services "are undertaken

1 in association with a lawyer who is admitted to practice in Arizona and who actively
2 participates in the matter.” *Id.*

3 This rule forecloses Orman’s objection. The record shows that Petrie was Citi’s
4 initial point of contact. (Doc. 42-3 at 6.) After Petrie performed the intake and initial
5 review of the matter on July 29, 2019, Bales quickly became involved. (Doc. 42-2 at 5.)
6 Bales, a member of the Arizona bar in good standing, then became the attorney of record.
7 (Doc. 11.) Petrie continued to work in association with Bales up until he was admitted *pro*
8 *hac vice* on September 10, 2019. Bales actively participated in the case throughout—as
9 Claridge points out, Bales was the only attorney with whom he had contact for most of this
10 litigation. (Doc. 48 at 3.) In other words, Petrie’s services were “undertaken in association
11 with a lawyer admitted to practice in Arizona and [who] actively participate[d] in the
12 matter.” Ariz. E.R. 5.5(c)(1). Such services do not constitute unauthorized practice of law.

13 2. Petrie’s Association

14 Claridge’s argument that Petrie “did not need to be engaged” lacks merit. “Multiple
15 attorneys may, within reason, collaborate on important drafts and/or bill time for work on
16 the same filing.” *Edwards*, 2019 WL 5684192 at *14. Especially in the context of a large
17 firm, it is customary that a partner will engage an associate to assist on a new legal matter.

18 Moreover, Claridge seems to get the argument backward, because Petrie involved
19 Bales, not the other way around. Petrie, by assigning the brunt of the work to Bales,
20 actually reduced his clients’ costs compared to if Petrie had done the work himself. Such
21 an approach is usually requested by those ordered to pay fees. *See id.* (denying sanctioned
22 party’s contention that more work should have been assigned to lower-billing associates);
23 *Kaufman*, 2019 WL 2084460 at *13 (same). Thus, the association of multiple attorneys
24 worked to Claridge’s benefit.

25 F. Fees Incurred In Preparing Fee Request

26 Orman argues that Respondents are not entitled to the fees incurred in preparing
27 their fee request, known as fees-on-fees. (Doc. 46 at 9.) Citing LRCiv. 54.2(c)(2), Orman
28 claims that Respondents’ failure to cite legal authority entitling them to fees-on-fees

1 precludes them from recovering such fees. (*Id.*)

2 Orman is correct that LRCiv. 54.2(c)(2) requires a party seeking fees to provide
3 legal authority to recover fees-on-fees. Respondents cited no such authority in their initial
4 request for fees. (Doc. 13 at 10; Doc. 15 at 13.) Additionally, the Court’s order concluding
5 that Respondents were entitled to sanctions made no specific mention of whether the
6 sanction award would include fees incurred in preparing Respondents’ supporting
7 materials. (Doc. 39 at 9-14.) That, admittedly, made it unclear whether Respondents
8 needed to provide authority for seeking fees-on-fees in their initial memorandum (which
9 they failed to do). (Doc. 42.) However, after Orman raised an objection under Local Rule
10 54.2(c)(2) in her response, Respondents included in their reply a citation to *Camacho*,
11 which provides that “it would be inconsistent to dilute a fees award by refusing to
12 compensate attorneys for the time they reasonably spent in establishing their rightful claim
13 to the fee.” 523 F.3d at 981.

14 The problem with Respondents’ approach is *Camacho* also contains the following
15 passage: “In *statutory fee cases*, federal courts, including our own, have uniformly held
16 that time spent in establishing the entitlement to and amount of the fee is compensable.”
17 *Id.* (emphasis added) (quoting *In re Nucorp Energy, Inc.*, 764 F.2d 655, 659-660 (9th Cir.
18 1985)). The fee award in *Camacho*, including fees-on-fees, arose under 15 U.S.C. §
19 1692k(a)(3). *Id.* at 978. Here, fees were awarded pursuant to the Court’s inherent
20 authority. (Doc. 39 at 10, 12.) The purpose of each is different—statutory fee provisions
21 exist to “encourage private enforcement of the law,” *Camacho*, 523 F.3d at 978, while
22 sanctions imposed pursuant to the Court’s inherent authority are meant to dissuade parties
23 from acting “in bad faith, vexatiously, wantonly, or for oppressive reasons,” *Leon* 464 F.3d
24 at 961 (quoting *Primus Auto. Fin. Servs., Inc.*, 115 F.3d at 648). Given these separate
25 justifications, it would be improper to import Respondents’ cited authority to justify fees-
26 on-fees under the Court’s inherent authority. *Aviva USA Corp. v. Vazirani*, 2012 WL
27 2503962, *2 (D. Ariz. 2012) (“Although Aviva does cite to authority for awarding [fees-
28 on-fees] under other fee-shifting rules, they have failed to do so for sanctions under the

1 Court's inherent power.").

2 Accordingly, the Court will strike the fee entries associated with the preparation of
3 Respondents' supporting documentation. To that end, the Court will strike all entries for
4 both Citi and Cenlar that occurred after December 12, 2019, except for the December 17
5 entry (which reflects Andrews's time preparing and filing a notice of substitution of
6 counsel). (Doc. 42-2 at 4, 9-10.) This amounts to a reduction of \$2,192.65 in Cenlar's
7 request, and a reduction of \$2,021.54 in Citi's request.³

8 **G. Research And Clerical Work**

9 Orman's final objection is that she "should not be responsible for paying for 'on the
10 job' training of attorneys and paralegals who don't know procedures for filing a Motion to
11 Dismiss for example, or statutes of the subject matter they are working on, or for clerical
12 or secretarial work." (Doc. 46 at 10.) The spreadsheet Orman submitted along with her
13 objections applies this argument to entries with tasks such as "research" and "review."

14 This objection likely stems from unfamiliarity with the work of lawyers. These
15 entries are not indicative of "on the job training"—instead, they reflect attorneys taking
16 proper care in learning the relevant law and following the appropriate procedures. Not
17 only is such research proper, it is expressly contemplated by the local rules. *See, e.g.*,
18 LRCiv. 54.2(e)(B). No lawyer knows and can recall every aspect of law or procedure
19 involved in a given case. These entries reflect a proper use of time.

20 **CONCLUSION**

21 After adjusting Cenlar's fee request to bring the hourly rate in line with the
22 reasonable rate for Phoenix, and striking the entries associated with the preparation of the
23 fee statement, the total, reasonable fees requested by Cenlar are \$10,788.38. After striking
24 the fees-on-fees related entries in Citi's fee request, Citi's total reasonable fees requested
25 is \$18,962.17. Pursuant to the Court's order awarding fees, Claridge is responsible for
26 10% of these fees and Orman is responsible for the other 90%. (Doc. 39 at 13.)

27 ...

28 ³ This moots Orman's incorrect contention that entries after December 26, 2019 were
untimely. (Doc. 46 at 9-10.)

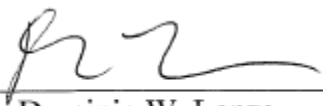
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Accordingly, **IT IS ORDERED** that:

- (1) Claridge shall pay \$1,078.84 to Cenlar;
- (2) Claridge shall pay \$1,896.22 to Citi;
- (3) Orman shall pay \$9,709.54 to Cenlar;
- (4) Orman shall pay \$17,065.95 to Citi; and
- (5) Claridge and Orman shall satisfy these obligations within 60 days from the

date of this Order.

Dated this 26th day of February, 2020.



Dominic W. Lanza
United States District Judge

Work Date	Timekeeper Name	Hours Worked	Work Value	Court adjusted	Narrative
7/29/2019	Andrew J. Petrie	0.10	51.98	51.98	Email research regarding identifying the arbitrator and his company
7/29/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to research and intelligence center regarding information concerning MHP, and getting clean pictures of its website
7/29/2019	Andrew J. Petrie	0.10	51.98	51.98	Review research department's results and website for MHP, and email regarding checking ministries referenced there
7/29/2019	Andrew J. Petrie	0.70	363.83	363.83	Outline opposition to motion to confirm award
7/29/2019	Andrew J. Petrie	0.50	259.88	259.88	Review petition to confirm arbitration award and attached award, and preliminary search for arbitrator or the company acting as arbitration provider
7/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales re sanctions options and meet-and-confer requirements
7/30/2019	Andrew J. Petrie	0.30	155.93	155.93	Review local rules governing motions to dismiss
7/30/2019	Andrew J. Petrie	0.30	155.93	155.93	Review Orman's supposed agreement, arbitration clause(s) and her erroneous legal statements re arbitration law
7/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Prepare materials for C. Bales' review
7/30/2019	Andrew J. Petrie	0.30	155.93	155.93	Telephone conference with C. Bales (Phoenix) re nature of claims, entry of appearance and probable motion practice
7/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Telephone call from research department re checking on parties and their affiliations
7/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to research department re checking on parties and their affiliations
7/30/2019	Andrew J. Petrie	0.30	155.93	155.93	Review amended pleadings cover materials, and email G. Wallace re filing being in wrong forum
7/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Review docket and email G. Wallace re pulling down more recent pleadings
7/30/2019	Andrew J. Petrie	0.20	103.95	103.95	Review materials re Ormans, USPS receipts and notary public that G. Wallace forwarded, and email her re CitiMortgage's service addresses
7/30/2019	Andrew J. Petrie	0.40	207.90	207.90	Telephone conference with G. Wallace re background for case and likely opposition points Redacted
7/30/2019	Chase A. Bales	0.40	94.80	94.80	Telephone call with D. Petrie re case background, and upcoming deadlines and issues in the case
7/30/2019	Chase A. Bales	1.50	355.50	355.50	Evaluate potential arguments for dismissal of suit, including that there was no mutual assent to the arbitration agreement
7/30/2019	Steven L. Johnson	0.60	54.00	54.00	Download requested filings from PACER; send filings to G. Wallace
7/31/2019	Andrew J. Petrie	0.10	51.98	51.98	Review research & intelligence center materials on Ormans and the two churches referenced in association with them
7/31/2019	Andrew J. Petrie	0.10	51.98	51.98	Prepare entry of appearance, and email C. Bales re jurisdictional reservations in it and timing for filing
7/31/2019	Chase A. Bales	2.40	568.80	568.80	Continued analysis of potential arguments for dismissal of suit based on allegations in plaintiff's demand
7/31/2019	Chase A. Bales	0.60	142.20	142.20	Revise and file notice of appearance and transmit same to G. Wallace and P. Allen
8/1/2019	Chase A. Bales	0.70	165.90	165.90	Review and evaluate authorities concerning potential arguments that case is subject to dismissal based on lack of an enforceable contract
8/2/2019	Erica M. Nantais	0.10	15.00	0.00	Other: assist paralegal S. Johnson with obtaining access to McAfee encrypted CMI data on disk
8/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Conference with M. Morr re background for and nature of arbitration claim, and process to confirm
8/5/2019	Chase A. Bales	1.20	284.40	284.40	Review and evaluate authorities concerning change of venue issues associated with arbitration provision in connection with drafting motion to change venue
8/5/2019	Chase A. Bales	4.60	1,090.20	1,090.20	Analyze and evaluate authorities concerning whether arbitration provision may be enforced where party did not agree to it in connection with drafting motion to vacate
8/6/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales re proposed challenges to effort to confirm arbitration award, and forward same to G. Wallace
8/6/2019	Chase A. Bales	7.30	1,730.10	1,730.10	Prepare draft motion to vacate or, alternatively to change venue
8/7/2019	Chase A. Bales	1.20	284.40	284.40	Draft motion to vacate arbitration award
8/8/2019	Andrew J. Petrie	0.10	51.98	51.98	Telephone call from C. Bales and review his emails re his telephone conference with Orman's counsel and supposed service on CMI on July 24, and forward service information to G. Wallace and P. Allen
8/8/2019	Andrew J. Petrie	0.20	103.95	103.95	Review Pennsylvania background materials that G. Wallace forwarded
8/8/2019	Chase A. Bales	4.20	995.40	995.40	Prepare motion to vacate arbitration award
8/8/2019	Chase A. Bales	0.20	47.40	47.40	Confer with D. Petrie re services issues and strategy for addressing time for filing responsive pleading
8/8/2019	Chase A. Bales	0.30	71.10	71.10	Evaluate procedural issues associated with securing an extension of time to file and answer or other responsive pleading
8/8/2019	Chase A. Bales	0.30	71.10	71.10	Confer with plaintiff's counsel re status of service and basis for filing action
8/9/2019	Chase A. Bales	3.80	900.60	900.60	Further revisions to draft motion to vacate, specifically focusing on developing further argument regarding basis for change of venue under 9 U.S.C. section 9
8/10/2019	Andrew J. Petrie	1.00	519.75	519.75	Review, revise and comment on C. Bales' draft motion to dismiss petition to confirm arbitration award
8/10/2019	Chase A. Bales	0.30	71.10	71.10	Review edits to draft motion to vacate forwarded by D. Petrie
8/12/2019	Chase A. Bales	1.90	450.30	450.30	Revise draft motion to vacate and incorporate further edits based on comments from D. Petrie
8/13/2019	Andrew J. Petrie	1.10	571.73	571.73	Review and comment on revised motion to dismiss from C. Bales
8/13/2019	Andrew J. Petrie	0.10	51.98	51.98	Exchange emails with C. Bales re timing of response to motion to confirm award, and contacts with opposing counsel re extension of time to respond
8/13/2019	Chase A. Bales	0.10	23.70	23.70	Place telephone call to and leave message for counsel for plaintiff re possible extension of time to respond
8/13/2019	Chase A. Bales	0.30	71.10	71.10	Email correspondence with D. Petrie re service issues and potential concerns re time for filing a responsive motion
8/13/2019	Chase A. Bales	1.40	331.80	331.80	Further revisions to draft of motion to vacate, and send same to G. Wallace and P. Allen for review
8/14/2019	Andrew J. Petrie	0.10	51.98	51.98	Review P. Allen and C. Bales emails re meet-and-confer and service of notice

This portion of the fee is waived by request of Respondents. Doc. 47 at 7 n.6 (was \$15.)

Work Date	Timekeeper Name	Hours Worked	Work Value	Court adjusted	Narrative
8/14/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales' update on meet and confer with Orman's counsel
8/14/2019	Chase A. Bales	0.20	47.40	47.40	Attention to email correspondence concerning filing motion to vacate and status of service
8/15/2019	Andrew J. Petrie	0.30	155.93	155.93	Final review and comments on draft motion to dismiss, and telephone conference with C. Bales re finalizing same
8/15/2019	Chase A. Bales	0.20	47.40	47.40	Telephone call with D. Petrie re final edits to motion to vacate and finalize same for submission
8/30/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's response and motion to strike
8/30/2019	Chase A. Bales	0.30	71.10	71.10	Telephone call with Orman's counsel re status of filing and his planned withdrawal as counsel
8/30/2019	Chase A. Bales	0.60	142.20	142.20	Review Orman's motion to strike
9/3/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to docketing and C. Bales re reply to Orman's document challenging motion to dismiss
9/4/2019	Chase A. Bales	0.90	213.30	213.30	Prepare reply in support of motion to vacate
9/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Skim/review Orman's supplement to motion to strike
9/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's special action and request for attorneys' fees
9/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Judge Lanza's order denying Orman's motion to strike
9/5/2019	Andrew J. Petrie	0.30	155.93	155.93	Review, revise and comment on draft reply in further support of motion to dismiss
9/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Skim/Review Orman's supplemental filing and email G. Wallace re same
9/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Review motion to withdraw as counsel, and C. Bales' emails re filing reply and metadata issues Orman raises
9/5/2019	Chase A. Bales	0.20	47.40	47.40	Prepare draft motion to strike Orman's supplemental response
9/5/2019	Chase A. Bales	0.30	71.10	71.10	Revise draft reply in support of motion to vacate
9/5/2019	Chase A. Bales	0.20	47.40	47.40	Review emails from D. Petrie re reply in support of motion to vacate
9/5/2019	Chase A. Bales	0.10	23.70	23.70	Review email correspondence concerning loan modification
9/6/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and revise proposed final revised CML stand-alone reply, and authorize same for filing
9/6/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales re revising draft response to accommodate the court's order and G. Wallace's comments
9/6/2019	Chase A. Bales	0.40	94.80	94.80	Revise draft reply in support of motion to vacate (.4)
9/6/2019	Chase A. Bales	0.20	47.40	47.40	Prepare email to D. Petrie re strategy for addressing court's order
9/6/2019	Chase A. Bales	0.20	47.40	47.40	Review order from court re various filings and evaluate impact of same on reply in support of motion to vacate
9/6/2019	Chase A. Bales	0.40	94.80	94.80	Review pro hac admission instructions and prepare drafts of application for D. Petrie
9/9/2019	Chase A. Bales	1.50	355.50	355.50	Prepare reply in support of motion to vVacate to address additional arguments raised in Orman's supplemental response
9/11/2019	Andrew J. Petrie	0.20	103.95	103.95	Review Orman's most recent filing, circulate to client, and email C. Bales and M. Morr re potential terse responses and new facts she discloses
9/17/2019	Chase A. Bales	0.40	94.80	94.80	Prepare outline of response to Orman's motion for summary judgment and send same to D. Petrie
9/18/2019	Andrew J. Petrie	0.40	207.90	207.90	Review Philadelphia office draft opposition filed in Pennsylvania appeal, and email to C. Bales and M. Morr re incorporating same
9/18/2019	Andrew J. Petrie	0.20	103.95	103.95	Review J. Claridge's response to motion for sanctions and his email asking for withdrawal, and prepare reply points to both for C. Bales to use
9/18/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales re outline of issues and positions for response to papers the court has deemed an Orman motion for summary judgment
9/18/2019	Chase A. Bales	0.10	23.70	23.70	Review response to motion for sanctions
9/19/2019	Chase A. Bales	2.40	568.80	568.80	Prepare response to Orman's motion for summary judgment
9/23/2019	Chase A. Bales	1.40	331.80	331.80	Continue preparing response to Orman's motion for summary judgment
9/24/2019	Chase A. Bales	1.70	402.90	402.90	Continue drafting response to motion for summary judgment
9/25/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's motion to reconsider and affidavit in support
9/25/2019	Chase A. Bales	1.30	308.10	308.10	Prepare controverting statement of facts and affidavit for G. Wallace
9/25/2019	Chase A. Bales	0.90	213.30	213.30	Revise response to Orman's motion for summary judgment
9/26/2019	Andrew J. Petrie	0.40	207.90	207.90	Review, revise and comment on draft G. Wallace affidavit
9/26/2019	Andrew J. Petrie	0.30	155.93	155.93	Review, revise and comment on draft statement of disputed facts
9/26/2019	Andrew J. Petrie	0.40	207.90	207.90	Review, revise and comment on draft response to what the Court has deemed is Orman's motion for summary judgment
9/27/2019	Chase A. Bales	0.60	142.20	142.20	Revise draft of papers relating to response to Orman's motion for summary judgment based on comments and questions from D. Petrie
9/29/2019	Andrew J. Petrie	0.10	0.00	0.00	Review G. Wallace/C. Bales exchange over signatory to affidavit in support of MSJ response (no charge)
9/29/2019	Chase A. Bales	0.40	94.80	94.80	Review email from G. Wallace re affidavit; assemble and send exhibits to G. Wallace; prepare email to G. Wallace re affidavit issues
9/30/2019	Chase A. Bales	0.50	118.50	118.50	Finalize drafts associated with response to motion for summary judgment; prepare draft motion for extension of time re same; contact Orman re extension
10/1/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman emailed consent and proposed supplemental pleading
10/1/2019	Chase A. Bales	0.10	23.70	23.70	Prepare supplement to motion for extension of time based on email from Orman
10/2/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's motion for sanctions
10/2/2019	Andrew J. Petrie	0.10	51.98	51.98	Review and respond to C. Bales' outline of proposed response points to motion for sanctions
10/2/2019	Chase A. Bales	0.90	213.30	213.30	Review Orman's motion for sanctions and prepare outline for responding to same
10/3/2019	Chase A. Bales	0.50	118.50	118.50	Revise draft response to Orman's motion for summary judgment
10/4/2019	Chase A. Bales	0.80	189.60	189.60	Finalize response to Orman's motion for summary judgment
10/9/2019	Chase A. Bales	1.40	331.80	331.80	Draft response to Orman's motion for sanctions
10/10/2019	Andrew J. Petrie	0.20	103.95	103.95	Review, revise and comment on draft opposition to motion for sanctions
10/10/2019	Chase A. Bales	1.30	308.10	308.10	Continue drafting response to Orman's motion for sanctions
10/15/2019	Andrew J. Petrie	0.10	51.98	51.98	Review C. Bales' proposed changes to finalize opposition to motion for sanctions, and email him re same
10/15/2019	Chase A. Bales	0.60	142.20	142.20	Finalize response to motion for sanctions and oversee filing of same

Work Date	Timekeeper Name	Hours Worked	Work Value	Court adjusted	Narrative	
10/16/2019	Andrew J. Petrie	0.10	51.98	51.98	Review C. Bales' report on miscited case authority on which Orman erroneously relies, and skim cases cited	
10/16/2019	Chase A. Bales	0.50	118.50	118.50	Review Orman's reply in support of motion for summary judgment and evaluate authorities cited in support of same	
10/18/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's reply in support of motion for summary judgment and select cases on which she relies	
10/23/2019	Chase A. Bales	0.20	47.40	47.40	Review Orman's reply in support of motion for attorneys' fees	
11/5/2019	Andrew J. Petrie	0.10	51.98	51.98	Review Orman's reply in support of motion for sanctions and two affidavits she filed with it	
12/16/2019	Andrew J. Petrie	0.10	51.98	0.00	Review LR 54.2 to which Judge Lanza referred for requirements of itemized fee statement	Deleted pursuant to order's analysis re: authority fees-on-fees
12/16/2019	Andrew J. Petrie	0.20	103.95	0.00	Review Judge Lanza's order	Deleted pursuant to order's analysis re: authority fees-on-fees
12/16/2019	Andrew J. Petrie	0.10	51.98	0.00	Exchange emails with G. Wallace re timeline for post-judgment actions	Deleted pursuant to order's analysis re: authority fees-on-fees
12/16/2019	Andrew J. Petrie	0.10	51.98	0.00	Review and forward court order re dismissal and award of fees; conference with C. Snider re preparing fee application	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Andrew J. Petrie	0.10	51.98	0.00	Review J. Andrews' comments re next steps to comply with Judge Lanza's order	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Andrew J. Petrie	0.10	0.00	0.00	Telephone conference with J. Andrews re background for disputes and assistance needed with filing for fees and costs (No Charge)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Andrew J. Petrie	0.10	51.98	0.00	Email C. Snider and Phoenix senior lawyers re market rate information for Phoenix attorneys' fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.10	30.00	0.00	Send e-mail to A. Petrie re: attorney fees spreadsheet required by Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.30	90.00	0.00	Review court order granting sanctions and analyze what is required for submission of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.30	90.00	90.00	Draft and file notice of substitution of counsel	
12/17/2019	Jillian L. Andrews	0.30	90.00	0.00	Research requirement for attorneys fees spreadsheet under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.20	60.00	0.00	Telephone conference with A. Petrie to discuss case background and assignment	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Andrew J. Petrie	0.10	51.98	0.00	Review client materials and J. Andrews' email re submission due December 30 for fees and costs	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Andrew J. Petrie	0.10	51.98	0.00	Telephone call from J. Andrews re materials needed for fee application and email P. Allen re engagement letter	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.30	90.00	0.00	Research requirements for meet and confer requirement and supporting affidavits under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.10	30.00	0.00	Telephone conference with A. Petrie re: requirements for supporting documentation for fees spreadsheet under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.70	210.00	0.00	Draft notice to court of supporting documents required by Local Rule 54.2 in support of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/19/2019	Jillian L. Andrews	0.30	90.00	0.00	Draft affidavit in support of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/20/2019	Andrew J. Petrie	0.10	0.00	0.00	Exchange emails with P. Allen re backup for motion for fees and costs, and conference with D. Dethlefs re signed engagement letter (No Charge)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/20/2019	Jillian L. Andrews	0.50	150.00	0.00	Draft affidavit in support of attorneys fees, email combined documents to A. Petrie for filing	Deleted pursuant to order's analysis re: authority fees-on-fees
12/21/2019	Andrew J. Petrie	0.10	51.98	0.00	Review and respond to J. Andrews re proposed paperwork in support of fees to be awarded	Deleted pursuant to order's analysis re: authority fees-on-fees
12/26/2019	Andrew J. Petrie	0.20	0.00	0.00	Review ALM reports on average hourly rates by region and state (No Charge)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/26/2019	Andrew J. Petrie	0.20	103.95	0.00	Prepare A. Petrie affidavit in support of motion for fees and costs	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Andrew J. Petrie	0.10	51.98	0.00	Review statements and prepare redacted CMI bills to submit with motion for fees as per Judge Lanza's December 16 order	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Andrew J. Petrie	0.10	51.98	0.00	Review and forward to client reps J. Claridge's counteroffer re fees he owes	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Andrew J. Petrie	0.20	103.95	0.00	Prepare email to L. Orman and J. Claridge re meet-and-confer over amounts owed through November 30, and December time and expenses	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Andrew J. Petrie	0.10	51.98	0.00	Tally up amounts owed through November 30 and email billing re preparing demand bill for December time and expenses	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Jillian L. Andrews	0.30	90.00	0.00	Revise attorneys' fees affidavit sections on lawyer experience and rates	Deleted pursuant to order's analysis re: authority fees-on-fees
12/28/2019	Andrew J. Petrie	0.10	51.98	0.00	Review and forward on to client reps J. Claridge's response re meet-and-confer, and review G. Wallace's response	Deleted pursuant to order's analysis re: authority fees-on-fees
12/29/2019	Andrew J. Petrie	0.20	103.95	0.00	Prepare revised affidavit in support of motion for fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/29/2019	Andrew J. Petrie	0.10	51.98	0.00	Prepare emailed response declining J. Claridge's settlement offer, addressing erroneous statements he made, and demanding his fee agreement	Deleted pursuant to order's analysis re: authority fees-on-fees

Total Requested Fees: \$20,998.71
Total Awarded Fees: 18,962.17
Difference \$2,036.54

Work Date	Timekeeper Name	Hours Worked	Work Value	Court Adjusted	Narrative	
8/22/2019	Andrew J. Petrie	0.10	66.50	51.98	Telephone conference with J. Scoliard re additional facts for Cendant's opposition application to confirm award	Adjusted to reflect reasonable fee of \$519.75
8/26/2019	Andrew J. Petrie	2.60	1,729.00	1,351.35	Prepare draft motion to dismiss based on CMI template and different fact for Cenlar (1.4); review Cenlar correspondence and documents that J. Scoliard forwarded (.3); prepare cover email to J. Scoliard re draft and factual support for same (.1); exchange emails with C. Bales re additional research in support of motion to dismiss (.1); review client comments re draft motion to vacate and dismiss (.2); prepare revised version incorporating same and adding note re Redacted (.3); review C. Bales' additional revisions (.2)	Adjusted to reflect reasonable fee of \$519.75
8/26/2019	Chase A. Bales	2.30	966.00	690.00	Analyze authorities pertaining to vacating arbitration award on basis of fraud and update motion to vacate based on same	Adjusted to reflect reasonable fee of \$300
8/26/2019	Chase A. Bales	0.30	126.00	90.00	Review draft motion to vacate or dismiss, and send follow up email to D. Petrie re same	Adjusted to reflect reasonable fee of \$300
8/27/2019	Chase A. Bales	1.50	630.00	450.00	Finalize motion to vacate and notice of appearance, and facilitate filing of same	Adjusted to reflect reasonable fee of \$300
8/30/2019	Andrew J. Petrie	0.20	133.00	103.95	Review Orman's response and motion to strike	Adjusted to reflect reasonable fee of \$519.75
9/4/2019	Chase A. Bales	0.90	378.00	270.00	Prepare reply in support of motion to vacate	Adjusted to reflect reasonable fee of \$300
9/5/2019	Andrew J. Petrie	0.90	598.50	467.78	Skim/Review Orman's supplemental filing and email J. Scoliard re same (.1); review, revise and comment on draft reply in further support of motion to dismiss (.3); review emails with Cenlar and CMI re whether there was an offer of a loan modification made to Orman (.1); review motion to withdraw as counsel and C. Bales' emails re filing reply and metadata issues Orman raises (.1); review Judge Lanza's order denying Orman's motion to strike (.1); review Orman's special action and request for attorneys' fees (.1); skim/review Orman's supplement to motion to strike (.1)	Adjusted to reflect reasonable fee of \$519.75
9/5/2019	Chase A. Bales	0.80	336.00	240.00	Review email correspondence concerning loan modification (.1); review emails from D. Petrie re reply in support of motion to vacate (.2); revise draft reply in support of motion to vacated (.3); prepare draft motion to strike Orman's supplemental response (.2)	Adjusted to reflect reasonable fee of \$300
9/6/2019	Chase A. Bales	0.80	336.00	240.00	Review order from court re various filings and evaluate impact of same on reply in support of motion to vacate (.2); prepare email to D. Petrie re strategy for addressing court's order (.2); revise draft reply in support of motion to vacate (.4)	Adjusted to reflect reasonable fee of \$300
9/9/2019	Chase A. Bales	1.50	630.00	450.00	Prepare reply in support of motion to vacate to address additional arguments raised in Orman's supplemental response	Adjusted to reflect reasonable fee of \$300
9/10/2019	Andrew J. Petrie	0.30	199.50	155.93	Review, revise and comment on draft reply in further support of motion to dismiss	Adjusted to reflect reasonable fee of \$519.75
9/10/2019	Chase A. Bales	0.50	210.00	150.00	Revise reply in support of motion to vacate based on question and comments from D. Petrie	Adjusted to reflect reasonable fee of \$300
9/11/2019	Andrew J. Petrie	0.20	133.00	103.95	Review Orman's most recent filing, circulate to client, and email C. Bales and M. Morr re potential terse responses and new facts she discloses	Adjusted to reflect reasonable fee of \$300
9/13/2019	Andrew J. Petrie	0.10	66.50	51.98	Exchange emails with C. Bales re responding to Orman's most recent unauthorized filing and her motion for sanctions, and the Judge's ruling directing that he will treat her filings as a motion for summary judgment	Adjusted to reflect reasonable fee of \$300
9/17/2019	Chase A. Bales	0.40	168.00	120.00	Prepare outline of response to Orman's motion for summary judgment and send same to D. Petrie	Adjusted to reflect reasonable fee of \$300
9/18/2019	Andrew J. Petrie	0.30	199.50	155.93	Review and respond to C. Bales re outline of issues and positions for response to papers the court has deemed an Orman motion for summary judgment (.1); review J. Claridge's response to motion or sanctions and his email asking for withdrawal, and prepare reply points to both (.2)	Adjusted to reflect reasonable fee of \$519.75
9/18/2019	Chase A. Bales	0.10	42.00	30.00	Review response to motion for sanctions	Adjusted to reflect reasonable fee of \$300
9/19/2019	Chase A. Bales	2.40	1,008.00	720.00	Prepare response to Orman's motion for summary judgment	Adjusted to reflect reasonable fee of \$300
9/23/2019	Chase A. Bales	1.40	588.00	420.00	Continue preparing response to Orman's motion for summary judgment	Adjusted to reflect reasonable fee of \$300
9/24/2019	Chase A. Bales	1.70	714.00	510.00	Continue drafting response to motion for summary judgment	Adjusted to reflect reasonable fee of \$300
9/25/2019	Andrew J. Petrie	0.10	66.50	51.98	Review Orman's motion to reconsider and affidavit in support	Adjusted to reflect reasonable fee of \$519.75
9/25/2019	Chase A. Bales	2.20	924.00	660.00	Revise response to Orman's motion for summary judgment (.9); prepare controverting statement of facts and affidavit for J. Scoliard (1.3)	Adjusted to reflect reasonable fee of \$300
9/26/2019	Andrew J. Petrie	1.00	665.00	519.75	Review, revise and comment on draft response to what the Court has deemed is Orman's motion for summary judgment (.3); review, revise and comment on draft statement of disputed facts (.3); review, revise and comment on draft J. Scoliard affidavit (.4)	Adjusted to reflect reasonable fee of \$519.75
9/27/2019	Chase A. Bales	0.60	252.00	180.00	Revise draft of papers relating to response to Orman's motion for summary judgment based on comments and questions from D. Petrie	Adjusted to reflect reasonable fee of \$300
9/30/2019	Chase A. Bales	0.20	84.00	60.00	Prepare follow-up email to J. Scoliard re response to Orman's motion for summary judgment and assemble exhibits for affidavit in support of same	Adjusted to reflect reasonable fee of \$300
9/30/2019	Chase A. Bales	0.50	210.00	150.00	Finalize drafts associated with response to motion for summary judgment; prepare draft motion for extension of time re same; contact Plaintiff re extension	Adjusted to reflect reasonable fee of \$300
10/1/2019	Chase A. Bales	0.10	42.00	30.00	Prepare supplement to motion for extension of time based on email from Orman	Adjusted to reflect reasonable fee of \$300

Work Date	Timekeeper Name	Hours Worked	Work Value	Court Adjusted	Narrative	
10/2/2019	Andrew J. Petrie	0.20	133.00	103.95	Review Orman's motion for sanctions (.1); review and respond to C. Bales' outline of proposed response points (.1)	Adjusted to reflect reasonable fee of \$519.75
10/2/2019	Chase A. Bales	0.90	378.00	270.00	Review Orman's motion for sanctions and prepare outline for responding to same	Adjusted to reflect reasonable fee of \$300
10/3/2019	Chase A. Bales	0.50	210.00	150.00	Revise draft response to Orman's motion for summary judgment	Adjusted to reflect reasonable fee of \$300
10/4/2019	Chase A. Bales	0.80	336.00	240.00	Finalize response to Orman's motion for summary judgment	Adjusted to reflect reasonable fee of \$300
10/9/2019	Chase A. Bales	1.40	588.00	420.00	Draft response to Orman's motion for sanctions	Adjusted to reflect reasonable fee of \$300
10/10/2019	Andrew J. Petrie	0.20	133.00	103.95	Review, revise and comment on draft opposition to motion for sanctions	Adjusted to reflect reasonable fee of \$519.75
10/10/2019	Chase A. Bales	1.30	546.00	390.00	Continue drafting response to Orman's motion for sanctions	Adjusted to reflect reasonable fee of \$300
10/15/2019	Chase A. Bales	0.60	252.00	180.00	Finalize response to motion for sanctions and oversee filing of same	Adjusted to reflect reasonable fee of \$300
10/16/2019	Andrew J. Petrie	0.10	66.50	51.98	Review C. Bales' report on miscited case authority on which Orman relies, and skim cases cited	Adjusted to reflect reasonable fee of \$519.75
10/16/2019	Chase A. Bales	0.50	210.00	150.00	Review Orman's reply in support of motion for summary judgment and evaluate authorities she cited in support of same	Adjusted to reflect reasonable fee of \$300
10/18/2019	Andrew J. Petrie	0.10	66.50	51.98	Review Orman's reply in support of motion for summary judgment and select cases on which she relies	Adjusted to reflect reasonable fee of \$519.75
10/23/2019	Chase A. Bales	0.20	84.00	60.00	Review Orman's reply in support of motion for attorneys' fees	Adjusted to reflect reasonable fee of \$300
11/5/2019	Andrew J. Petrie	0.10	66.50	51.98	Review Orman's reply in support of motion for sanctions and two affidavits she filed with it	Adjusted to reflect reasonable fee of \$519.75
12/16/2019	Andrew J. Petrie	0.40	266.00	0.00	Review and forward court order re dismissal and award of fees; conference with C. Snider re preparing fee application (.3); review LR 54.2 to which Judge Lanza referred for requirements of itemized fee statement (.1)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/16/2019	Christine T. Snider	0.30	75.00	0.00	Review Court order and Rule 54.2(e)(1) re preparing supporting documentation to Motion for Award of Attorneys Fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Andrew J. Petrie	0.10	0.00	0.00	Telephone conference with J. Andrews re background for disputes and assistance needed with filing for fees and costs (No Charge)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.10	30.00	0.00	Send e-mail to A. Petrie re: attorney fees spreadsheet required by Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.20	60.00	0.00	Telephone conference with A. Petrie to discuss case background and assignment	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.30	90.00	0.00	Review court order granting sanctions and analyze what is required for submission of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.30	90.00	0.00	Research requirement for attorneys fees spreadsheet under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/17/2019	Jillian L. Andrews	0.30	90.00	90.00	Draft and file notice of substitution of counsel	
12/18/2019	Andrew J. Petrie	0.10	66.50	0.00	Telephone call from J. Andrews re materials needed for fee application and locate engagement letter agreement for same	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.70	210.00	0.00	Draft notice to court of supporting documents required by Local Rule 54.2 in support of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.30	90.00	0.00	Research requirements for meet and confer requirement and supporting affidavits under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/18/2019	Jillian L. Andrews	0.10	30.00	0.00	Telephone conference with A. Petrie re: requirements for supporting documentation for fees spreadsheet under Local Rule 54.2	Deleted pursuant to order's analysis re: authority fees-on-fees
12/19/2019	Jillian L. Andrews	0.30	90.00	0.00	Draft affidavit in support of attorneys fees	Deleted pursuant to order's analysis re: authority fees-on-fees
12/20/2019	Jillian L. Andrews	0.50	150.00	0.00	Draft affidavit in support of attorneys fees, email combined documents to A. Petrie for filing	Deleted pursuant to order's analysis re: authority fees-on-fees
12/20/2019	Patricia Wellingner	2.00	460.00	0.00	Research attorney billing rates in Phoenix, Arizona from 2016 to current for C. Snider	Deleted pursuant to order's analysis re: authority fees-on-fees
12/26/2019	Andrew J. Petrie	0.20	133.00	0.00	Prepare A. Petrie affidavit in support of motion for fees and costs	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Andrew J. Petrie	0.40	266.00	0.00	Tally up amounts owed through November 30 and email billing re preparing demand bill for December time and expenses (.1); prepare email to L. Orman and J. Claridge re meet and-confer over amounts owed through November 30, and December time and expenses (.2); review statements and prepare redacted Cenlar bills to submit with motion for fees as per Judge Lanza's December 16 order (.1)	Deleted pursuant to order's analysis re: authority fees-on-fees
12/27/2019	Jillian L. Andrews	0.30	90.00	0.00	Revise attorneys' fees affidavit sections on lawyer experience and rates	Deleted pursuant to order's analysis re: authority fees-on-fees
12/29/2019	Andrew J. Petrie	0.30	199.50	0.00	Prepare emailed response declining J. Claridge's settlement offer, addressing erroneous statements he made, and demanding his fee agreement (.1); prepare revised affidavit in support of motion for fees (.2)	Deleted pursuant to order's analysis re: authority fees-on-fees

Total Fees Requested: \$17,056.50
Total Fees Approved: 10,788.38
Difference \$6,268.13